



TOWN OF TYNGSBOROUGH

Office of the Selectmen

25 Bryant Lane

Tyngsborough, MA 01879

Tel: 978 649-2300 Ext. 100

Fax: 978 649-2320

Board of Selectmen Meeting Executive Session Minutes Approved

Monday August 16, 2010 6:00 P.M.

Town Offices

Member Present: Selectwoman Ashley O'Neill, Selectwoman Elizabeth Coughlin, Selectman Rick Reault, Selectman Rich Lemoine, Selectman Robert Jackson.

Staff: Town Administrator Michael Gilleberto, Admin. Assistant Therese Gay

"The listing of matters are those reasonable anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed, and other items not listed may also be brought up for discussion to the extent permitted by law."

1. 5:30 P.M. Executive Session

The board may move to go into executive session to discuss strategy with respect to collective bargaining, litigation, or exempt negotiations if an open meeting may have a detrimental effect on such subject matters.

- Collective Bargaining

The Board voted on a motion by Selectwoman Coughlin, second by Selectman Jackson to enter into Executive Session to discuss strategy with respect to collective bargaining, litigation, or exempt negotiations where an open meeting will have a detrimental effect on the subject matter, the Chair so declares. Roll Call Vote: Selectman Jackson, yes; Selectman Lemoine, yes; Selectwoman Coughlin, yes; Selectwoman O'Neill, yes; and Selectman Reault, yes. The Board entered into executive session at 5:35 P.M.

The Board met with the Mid-Management negotiating team to discuss step 2 of the grievance process. The Town Administrator gave an overview of the time line up to present. The mid-managers are grieving the restoration of hours and pay increase for one member. They want everyone to be treated equally, either restore everyone's hours or bring the individual back to the 2009 hours and rate. The changes were not bargained. The Board will send Labor Counsel the documents and will seek an opinion and notify the union members of the decision. The Board voted on a motion by Selectman Lemoine, second by Selectman to send documentation to Labor Counsel to review and to respond within the 10 days. Roll Call Vote: Selectman Jackson, yes; Selectman Lemoine, yes; Selectwoman Coughlin, yes; Selectwoman O'Neill, yes; and Selectman Reault, yes.

The Board voted on a motion by Selectman Jackson, second by Selectman Lemoine to exit Executive Session and to return to open session. The Board exited executive session at 6:30 P.M.

The Board voted on a motion by Selectwoman Coughlin, second by Selectman Jackson to enter into Executive Session to discuss strategy with respect to collective bargaining, litigation, or exempt negotiations where an open meeting will have a detrimental effect on the subject matter, the Chair so declares and to exit executive session and return to open session

only to adjourn. Roll Call Vote: Selectman Jackson, yes; Selectman Lemoine, yes; Selectwoman Coughlin, yes; Selectwoman O'Neill, yes; and Selectman Reault, yes. The Board entered into executive session at 9:55 P.M.

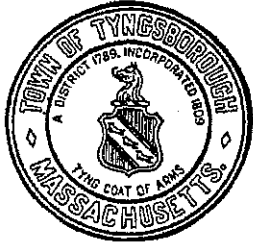
The PD negotiating team brought to the Board a request from the PD Union asking the Board to honor their contract by naming 2 to 4 Lieutenants in title only with no increase in pay. They will agree to split into a separate union unit for sergeants. The Board would like to hear from the Chief to see how that fits in his departmental chart. The PD union members did say the court hearing would be dismissed if allowed to split into a A&B units with no string attached. The Board agreed that they are willing to honor the conditions to the contract and have Labor Counsel review the letter. The Board did ask the Administrator to check the release date of the decision.

The Board voted on a motion by Selectwoman O'Neill, second by Selectman Jackson to exit executive session and to return to open session only to adjourn. The Board exited the executive session at 10:50 P.M.

Respectfully submitted,

Therese Gay
Admin Assistant

Approved on Monday, September 13, 2010



TOWN OF TYNGSBOROUGH

Board of Selectmen

25 Bryants Lane

Tyngsborough, MA 01879

Tel: 978 649-2300 Ext. 100 Fax: 978 649-2320

E-mail: tgay@tyngsboroughma.gov

July 30, 2010

Mr. Mark Dupell
SEIU Local 888, Mid-Manager's Chapter

Dear Mr. Dupell:

This letter is sent in response to your appeal of the grievance dated July 8, 2010 to the Board of Selectmen. Please be advised that pursuant to the Mid-Manager's collective bargaining agreement, the Board of Selectmen has scheduled a hearing for Monday, August 16, 2010. I will confirm the time at which the grievance will be discussed with you prior to that date.

Sincerely,

Michael Gilleberto
Town Administrator

Tyngsborough Mid-Management Chapter of SEIU Local 888
Town Hall
25 Bryant Lane
Tyngsborough, MA 01879

2010 JUL 25 PM 2:47

MARK P. GILBERTO
TYNGSBOROUGH, MA

July 26, 2010

To: Honor Board of Selectmen
Town of Tyngsborough
Re: Grievance- Step 2

The Tyngsborough Mid-Management Chapter of SEIU Local 888 grieves Town Administrator Michael P. Gilleberto's "Denial of our July 8th Grievance" (copy attached) in his letter (copy attached) dated July 22, 2010.

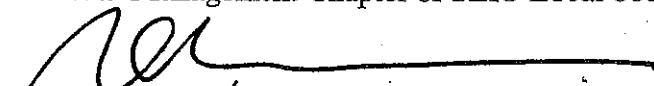
Specifically, the second paragraph which states "any change in working conditions be bargained with the union" and the final paragraph which states "Additionally, the Sewer Commission requested, and Town Meeting approved funding for, the restoration of hours for the Sewer Superintendent and the Assistant Superintendent for Fiscal Year 2011. These positions are eligible for payment for those restored hours at the June 30th, 2010 rate."

The Union grieves that terms stated in the final paragraph of Michael Gilleberto's letter have not been bargained with the union. The Union was not asked to negotiate the terms of the change in working conditions nor its impact on FY2011 compensation. Precedent has been set for those employees whose hours were restored in that their salaries were frozen at FY2009 levels.

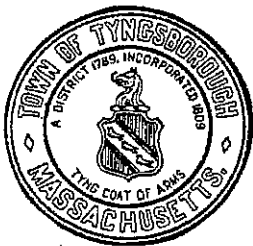
An additional grievance is that the aforementioned letter was received roughly an hour before payroll should be remitted to the bank.

The remedy to the grievance is restore all Mid-Management Union members' hours to FY09 levels and FY10 pay rates or to compensate the Sewer Superintendent and the Assistant Superintendent at FY09 salary levels consistent with other Union members with restored hours.

Mid-Management Chapter of SEIU Local 888


Matt Marro, Steward


Mark Dupell, President



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25 Bryants Lane

Tyngsborough, MA 01879

Tel: 978 649-2300 Ext. 100 Fax: 978 649-2320

E-mail: mgilleberto@tyngsboroughma.gov

July 22, 2010

Mr. Mark Dupell, Steward
SEIU Local 888, Mid-Manager's Chapter

Dear Mr. Dupell:

This correspondence is sent in response to SEIU Local 888, Mid-Manager's Chapter's grievance dated July 8, 2010.

Local 888, Mid-Manager's Chapter, contends that the Town has not negotiated the restoration of hours for Sewer Department personnel and grieves the timing of the internal notification dated July 8, 2010. Please be advised that the grievance is denied. While the Town is not required to notify Local 888 prior to restoring hours, the Town is willing to negotiate the restoration of these hours with Local 888.

The Town is also eager to address other pending collective bargaining issues through negotiations and looks forward to meeting with you as soon as possible.

Sincerely,

Michael P. Gilleberto
Town Administrator

approval shall not be unreasonably denied. The Employer shall provide reasonable release time to bargaining unit employees for the purpose of conducting Union business.

2.8 The Employer shall make available to the Union a bulletin board for the purposes of posting notices and information at the Town Hall and the Community Center.

2.9 The Town shall not discipline, demote, suspend or discharge an employee without just cause, provided that said employee has fulfilled their 120 day probationary period.

Article 3: Vacancies

3.1 When the Board of Selectmen or its designee decide to create a new bargaining unit position; to fill an existing bargaining unit position; and/or to change the duties and responsibilities of bargaining unit positions, it shall first adopt a new job descriptions or approve an existing job description for the position in question, and assign a wage classification to any new or reorganized position.

3.2 Notice of this action shall be transmitted to the Union which retains any rights to bargain over said decisions which it may have under M.G.L. Chapter 150E.

3.3 Notice of any such change in position, vacancy or new position shall be posted on the bulletin boards established by Section 2.8, listing the pay, duties and qualifications of said position, along with a copy the job description. All postings must have an application deadline within a minimum of 10 calendar days.

3.4 Such notices shall be posted internally for a minimum of 5 working days prior to soliciting outside candidates.

3.5 Special consideration for promotional opportunities will be given to members of the bargaining unit.

Article 4: Grievance Procedure

4.1 A grievance is a dispute between the parties concerning the application, meaning and/or interpretation of the provisions of this agreement.

4.2 A grievance must be presented within ten (10) working days of the time of the occurrence of the alleged contract violation, and must processed in accordance with the steps, time limits and conditions set forth below in this article.

4.3 Step One

A grievance shall be first presented to the Town Administrator or designee. The grievance shall be presented in writing, dated, state the contract provision(s) violated and signed by the grievant or union. If the matter is not resolved within fourteen (14) days of its presentation, it may be processed at Step Two for resolution.

4.4 Step Two

A grievance unresolved at Step One may be submitted in writing to the Board of Selectmen within five (5) working days from the point of non-resolution at Step One. The Board of Selectmen must arrange a hearing within fourteen (14) days of receipt provided that the hearing is scheduled no later than twenty-one (21) days from the date of submission to the Board. The Board of Selectmen shall respond in writing within ten (10) working days of hearing the grievance.

4.5 Step Three

If the matter is not resolved at Step Two, the grievance may be submitted by the Union or the Town to arbitration. The parties shall abide by the rules and procedures of American Arbitration Association. The costs of arbitration shall be born equally by the parties.

4.6 The time limits at any level of the procedure may be extended by mutual written agreement of the parties.

4.7 Where the time limits specified herein are not complied with by the Town, the Union may process the grievance at the next step of the procedure.

4.8 A grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limits specified shall mean that the grievance shall be considered settled on the basis of the decision last made and shall not eligible for further appeal.

4.8 It is expressly understood that an employee may request the presence of a Union Steward at any level of the grievance procedure.

Article 5: Layoff and Recall

5.1 Employees shall have seniority rights within their specific department and/or classification according to date of hire in that department, title and job classification subject to the prevailing conditions of M.G.L. Chapter 31 dealing with layoff and recall rights, if applicable.

5.2 In the event of a layoff or a reduction of hours, every effort will be made by the Town to maintain all positions covered by this Agreement. Prior to any reduction of hours or layoff of bargain unit members, the Town shall provide the member and the Union with a written notice 30 calendar day prior to the effective date.

5.3 An employee who is laid off or whose hours have been reduced shall be placed on a recall list for an eighteen (18) month period.

5.4 No new employees will be hired for any classification until the current recall list for that classification is exhausted.

5.5 In the event of a layoff, affected employees shall be entitled to be compensated for all vacation leave to which they are entitled to under the terms of this agreement, effective as of the date of layoff.



GRIEVANCE FORM

2010 JUL -8 PM 2:33

CHARLESTOWN
TYNGBOROUGHL, MA.

Filed With Employer on: 7/8/2010

Filed at Step: ☒ 1 ☐ 2 ☐ 3

Steward: Matthew Mauro

MEMBER INFORMATION

Member's Name: Collective Mail-Managers Chapter of SEIU Local 888

Home Address: 25 Bryants Lane
Tyrngsborough MA
01879

Job Title: _____

Employer: Town of Tyrngsborough

Supervisor: _____

Phone: w) _____

h) _____

c) 578 314 7858

Fax: 888 435 5999

Shift: _____ ☐ FT ☐ PT

Date of Hire: / /

GRIEVANCE INFORMATION

Statement of Grievance: see attached Summary

Date of Occurrence or Knowledge: 7/8/2010

Articles/Provisions violated: All relevant provisions of the collective bargaining agreement including but not limited to

See attached Summary

Remedy: Make the Union whole including but not limited to

See attached Summary

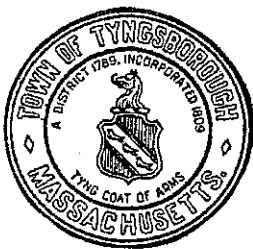
PLEASE SIGN

Signature of Member: Matthew Mauro

Date: 7/8/2010

For the Union: [Signature] President Mail Managers Union

Date: 7/8/10



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25 Bryants Lane

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Tel: 978 649-2300 Ext. 100 Fax: 978 649-2320

E-mail: mgilleberto@tyngsboroughma.gov

FROM: Michael P. Gilleberto, Town Administrator *MP*

TO: Jacqueline Cronin, Town Accountant
Kerry Colburn-Dion, Town Treasurer

DATE: July 8, 2010

RE: Collective Bargaining Agreements

Agreements for the Town's four collective bargaining units (Clerical, Highway, Mid-Managers, and Police) expired on June 30th. While it is hoped that new agreements can be finalized very soon, those agreements are not anticipated to be in place before the end of the first FY 2011 pay period.

Massachusetts General Law Chapter 150E requires that any change in working conditions be bargained with the union. Accordingly, salary and wage rates effective June 30th, 2010 are carried forward to July 1st until a new contract is agreed upon.

Below is an outline of the status of each agreement, and the corresponding impact upon salaries/benefits:

- Clerical: salaries and wages continue at the rate they were at as of June 30th, 2010
- Highway: salaries and wages continue at the rate they were at as of June 30th, 2010
- Mid-Managers: salaries and wages continue at the rate they were at as of June 30th, 2010
- Police: terms and conditions of the agreement effective June 30th, 2010 are carried forward (patrol officers within their first two years may be eligible for a step increase)

Additionally, the Sewer Commission requested, and Town Meeting approved funding for, the restoration of hours for the Sewer Superintendent and the Assistant Superintendent for Fiscal Year 2011. These positions are eligible for payment for those restored hours at the June 30th, 2010 rate.

cc: Board of Selectmen
Darren Klein, Esquire



GRIEVANCE FORM

Filed With Employer on: 7/8/2010

Filed at Step: ☐1 ☐2 ☐3

Steward: Pamela Berman

MEMBER INFORMATION

Member's Name: SEIU Local 888, Clerical Chapter - Town of Tyngsborough, MA, et.al

Home Address: _____

Phone: w) _____

h) _____

c) 508-284-3423

Job Title: _____

Fax: _____

Employer: Town of Tyngsborough

Shift: _____ ☐ FT ☐ PT

Supervisor: _____

Date of Hire: / /

GRIEVANCE INFORMATION

Statement of Grievance: Violation of Article XIX: Wages Section 19.01 "... employees will advance one step on each succeeding July 1st upon completion of one full year of additional Service..." per correspondence received from Michael Gillebert, Town Administrator, concerning Collective Bargaining Agreements dated July 8, 2010. Violation of the Tyngsborough Town Meeting Vote on the FY 2011 Budget that included the step increases, - Voted on May 18, 2010.

Date of Occurrence or Knowledge: 7/8/2010

Articles/Provisions violated: All relevant provisions of the collective bargaining agreement including but not limited to See Attached and:
Article XIX: Wages, Section 19.01

Remedy: Make the Union whole including but not limited to See Attached and:
Full Compensation increase approved by Town Meeting and under SEIU Local 888, Clerical Chapter Contract

PLEASE SIGN

Signature of Member: Pamela C. Berman

Date: 7/8/10

For the Union: _____

Date: / /